Office-Supreme Court, U.S.
FILED
JAN 3 1984
ALEXANDER L. STEVAS,
CLERK

No. 83 - 708

THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1983

QUINAULT PACIFIC CORPORATION,

Petitioner,

versus

BARCLAYS AMERICAN/BUSINESS CREDIT, INC., etc., et al.,

Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT RE CONCEALMENT OF BUSINESS RELATIONSHIPS BETWEEN BANKRUPTCY JUDGE AND OPPOSING COUNSEL

REPLY BRIEF OF PETITIONER

WINFORD KENT BISHOP
Counsel for Petitioner
1835 First Atlanta Tower
Atlanta, Georgia 30383
(404) 658-1110

Dated: January 3, 1984.

I.

QUESTIONS PRESENTED BY BRIEF OF RESPONDENT BARCLAYS/AETNA

(1) Whether a special release, limited to other claims "described" */ in a separate plenary action **/, is a bar to reopening a previously-ended bankruptcy proceeding infected with fraud, then unknown to petitioner.

---

*/ The word "described" is the qualifying word used to limit the extent of the release. See (resubmitted) Brief of Respondent, Appendix A-1 at A-1-4, unnumbered line 15; see (original) Brief of Respondent, Appendix A-1 at unnumbered page 2 and unnumbered line 17 (photocopy of special release, photographically reduced).

**/ Pennington v. Aetna Business Credit, Inc., N.D.GA., Civil Action No. C75-1540A, filed August 5, 1975.

(2) Whether a petition for extraordinary writ addressed to a court of appeals (modeled on Hazel-Atlas Glass Co. v. Hartford Empire Co., 322 U.S. 238 [1944]) is available to raise the issue of fraud on that court and on this Court.

(3) Whether allegations of prohibited financial relationships between bankruptcy judge and opposing counsel have ever been raised in this litigation. ***/

***/ "[N]o pecuniary interest can be proven. . . ." Cert. Petition No. 80-344, at 28.

TABLE OF CONTENTS

		Page
I.	Questions Presented By Brief of Respondent Barclays/Aetna.	i
II.	Table of Contents	ii
III.	Table of Authorities. . . .	iii
IV.	Summary of Barclays/ Aetna's Contentions	1
V.	Summary of Quinault's Response.	2
VI.	Supplemental Statement of Facts.	5
	A. Early Termination of Bankruptcy Proceedings	5
	B. Pennington v. Aetna. .	6
	C. Parties to the Release	7
	D. Dynamics of the Release	7
	E. Method of Execution and Unauthorized Change of Language of Release . .	10
	F. Execution of Dismissal with Prejudice	12
	G. Bankruptcy Court (W. D. WASH.) Considered Fact Of Release, Determined Same Was Not Binding on Quinault. .	12
	ARGUMENT	
VII.	Neither Release Nor Dismissal Bars This Proceeding.	14

VIII. Petition for Extraordinary Writ in Court of Appeals Is Available to Raise Issue of Fraud. 17

IX. Business Dealings Between Bankruptcy Judge and Opposing Counsel Were Not Raised Prior to 1983 19

X. Conclusion 20

XI. Certificate of Service . . . 21

XII. Appendix A-4
A. Application to Employ Georgia Counsel A-4-1
B. Order Authorizing Employment of Counsel A-4-5

TABLE OF AUTHORITIES

Cases	Page
Coopers & Lybrand v. Livesay, 437 U.S. 463, 57 L.E.2d 351, 98 S.Ct. 2454 (1978).	15
Georgia Power Co. v. Busbin, 149 Ga. App. 274, 254 S.E.2d 146 (1979). . . .	15
Glisson v. Burkhalter, 31 Ga. App. 365, 120 S.E. 664 (1923)	14
Hazel-Atlas Glass Co. v. Hartford Empire Co., 322 U.S. 238, 88 L.Ed. 1250, 64 S.Ct. 997 (1944).	ii, 4
In re Georgia Paneling Supply, Inc., (Case No. 79-1076): 616 F.2d 893 (5th Cir. 1980), reinstating 607 F.2d 117 (1979), vacated 613 F.2d 137 (1979), resulting from petition for appeal allowed at 588 F.2d 93 (1978), vacating 581 F.2d 520 (1978). . .	.passim
In re Georgia Paneling Supply, Inc. (Case No. 78-3370): 617 F.2d 293 (5th Cir. 1980, Table). reinstating 607 F.2d 1004 (1979), vacated 613 F.2d 312 (1979), rehearing denied 618 F.2d 1389 (1980) . .	passim
In re Georgia Paneling Supply, Inc., Bankrupt, Bankruptcy No. B74-1628A, N.D.Ga., June 24, 1974.	passim
In re Quinault Pacific Corporation, Debtor, No. 83-00023, W.D. WASH., January 3, 1983.	13, 14, A-4

Kinnear-Weed v. Humble Oil & Refining Co., 403 F.2d 437 (5th Cir. 1968). . . .16

Maxwell v. Bishop, 385 U.S. 650, 17 L.E.2d 671, 87 S.Ct. 768 (1967). 5, 18

Nodvin v. Fabian, 153 Ga. App. 716, 266 SE2d 253 (1980) 9, 10

Page v. Holiday Inns, Inc., 245 Ga. 12, 262 S.E.2d 783 (1980) 16

Pennington, Trustee for Georgia Paneling Supply, Inc. v. Aetna Business Credit, Inc., N.D.GA., Civil Action No. C75-1540A, filed August 5, 1975. . . . i, 2, 6, 7, 14

Quinault Pacific Corporation v. Aetna Business Credit, Inc., 448 U.S. 915, 65 L.E.2d 1178, 101 S.Ct. 35 (1980), 449 U.S. 954, 66 L.E.2d 218, 101 S.Ct. 360 (1980); 449 U.S. 1104, 66 L.E.2d 832, 101 S.Ct. 905 (1981). . . . . ii, 5, 11

Universal Oil Products Co. v. Root Refining Co., Inc., 328 U.S. 575, 90 L.Ed. 1447, 66 S.Ct. 1176 (1946) 18

United States v. Ohio Power Co., 353 U.S. 98, 1 L.E.2d 683, 77S.Ct. 652 (1957). 5, 18

Statutes

OCGA §9-11-8(c). 14
OCGA §24-7-2 15

United States
Constitution

Article III, Section 2, Clause 2 . . . 17

Other

Federal Rule of Civil
Procedure 8 (c) 14

Federal Rule of Appellate
Procedure 27 (b). 20

IV.

SUMMARY OF BARCLAYS/AETNA'S CONTENTIONS

Barclays/Aetna makes the following three assertions in its resubmitted brief:

(1) The release signed by Quinault and Barclays/Aetna is a general release, extinguishes Quinault's claims against Barclays/Aetna, leaves no case or controversy pending, and moots all matters raised in the cert. petition.

(2) Quinault makes "the same claims" as previously.

(3) There was no proper proceeding below, and this Court lacks jurisdicition to hear this matter.

V.

SUMMARY OF
QUINAULT'S RESPONSE

(1) The release was altered by Barclays/Aetna or the C&S Bank after Quinault's execution without Quinault's knowledge and while it was not represented by counsel. (Pet.E.Writ ¶147)

The release is a special release: it applies only to other claims "described" in a separate plenary lawsuit, Pennington v. Aetna. (Pet.E.Writ ¶148) The relief sought in the court of appeals in respect of Pennington v. Aetna is limited to recording the transactions accomplished by the court. (Pet.E.Writ p63).

The release did not bar any relitigation of the bankruptcy matters as to which this petition for writ of

certiorari appertains.

The financial relationships between bankruptcy judge and Barclays/Aetna's counsel were not known at time the release was made. (Pet.E.Writ p72,3)

The trustee in bankruptcy was not a party to the release nor was his counsel (himself), or his co-counsel Freeman and Hawkins, both respondents in this certiorari effort. So much of the relief sought against them by the petition for extraordinary writ could not have been extinguished. The release did not purport to bar Quinault's claim against the trustee or Freeman and Hawkins. Neither has filed a brief here.

(2) Barclays/Aetna claims that some 60 per cent of 285 pages in Quinault's

briefs in the old Fifth Circuit pertaining to the bankruptcy proceeding was devoted to argument on the improprieties and misconduct of the bankruptcy judge. Whether true or not, not one page refers to the publishing enterprise between the bankruptcy judge and Barclays/Aetna's counsel. No counter-proof was adduced by Barclays/Aetna in the court of appeals that any statement in the petition for extraordinary writ was not truthful.

(3) A petition for extraordinary writ as filed in the Court of Appeals is a procedure sanctioned by the Supreme Court in Hazel Atlas Glass Co. v. Hartford Empire Co., 322 U.S. 238 (1944). This Court could deem the lnstant cert. petition to be a motion for leave to file a second petition for

rehearing in respect of the original petition for certiorari which was denied November 3, 1980, and as to which a first petition for rehearing was denied January 12, 1981. United States v. Ohio Power Co., 353 U.S. 98 (1957). This matter may be considered a common law writ of certiorari as to which the Supreme Court's discretion is substantial. Cf. Maxwell v. Bishop, 385 U.S. 650 (1967).

VI.

SUPPLEMENTAL STATEMENT OF FACTS

A. Early Termination of Bankruptcy Proceedings

The Georgia Paneling Supply bankruptcy was closed after this court denied a petition for writ of certiorari and a petition for rehearing. (There is no evidence of the closing in the record.) After the closing there were no

further proceedings pertaining to the bankruptcy until the petition for extraordinary writ was filed in the Court of Appeals on May 20, 1983.

B. Pennington v. Aetna

After this court's denial of the petition for rehearing of the denial of certiorari, Pennington v. Aetna was reactivated. On April 2, 1981, the trustee was dismissed from the lawsuit on a joint motion by him and C&S to sever. His remaining claims against C&S were settled. (There is no evidence of this order in the record.) What remained for trial in October, 1981, were the claims of Quinault and its three intervenors against Aetna and the C&S Bank and the counterclaims of Aetna. After a day of trial, the litigation was terminated and

a draft sketch of release was initialed by the litigating parties. (Cf. Pet.E.Writ p74).

C. Parties to the Release

The trustee in bankruptcy was not a party to the release; the trustee in bankruptcy's attorney, the trustee himself, was not a party; the trustee's co-counsel, Freeman and Hawkins, was not a party. The release does not refer to the bankruptcy proceedings. The release in no way affects claims made in the bankruptcy proceeding.

D. Dynamics of Release

The trial of Pennington v. Aetna began with the District Judge affected by a prejudice against Quinault for the

front page newspaper story which had appeared on the very day the judge had out-of-town guests. (Pet.E.Writ ¶144) The judge admitted this fact only after settlement of the case had been announced on the record. (Pet.E.Writ p68)

International Paper Company's attorney was working on a contingency basis with a separate contract that should the case be settled by International Paper over his objection and without his consent, he would be entitled to an attorney's fee based on a reduced hourly fee. International Paper announced to its attorney that it had settled the case for zero dollars and the attorney would not be paid the sum agreed. (Pet.E.Writ ¶146A; p73) The attorney objected to the settlement. Under Georgia law an attorney in a

contingency case has a right to continue the case to trial if there is no payment of a reasonable fee upon a settlement, although the client wishes to settle, or has purportedly settled, the case. Nodvin v. Fabian, 153 Ga.App. 716, 266 S.E.2d 253 (1980).

The attorney could have continued the action in the name of International Paper against Barclays/Aetna and the C&S Bank, obtained a recovery from the defendants, and from any recovery paid his own fee and remitted the balance to International Paper. International Paper did not want the suit to continue. If the litigation were continued, there would be the risk of an attorney's fee award against International Paper on defendant's counterclaims for malicious use of process. International Paper

wanted protection in the form of a counterclaim against its (former) attorney. (Pet.E.Writ ¶146; p429)

Also Barclays/Aetna wanted a damage remedy in the form of a malicious use of process counterclaim against International Paper's attorney to discourage him from continuing a Nodvin v. Fabian claim. (Pet.E.Writ p429)

For these reasons it was important that the special release not bar either International Paper or Barclays/Aetna from asserting counterclaims against International Paper's former attorney. Accordingly, the draft sketch of special release was carefully recrafted so as to apply only to claims that had been "described" in the separate plenary litigation itself and not claims that

could arise after settlement. (Pet.E.Writ ¶150)

E. Method of Execution and Unauthorized Change of Language of Release

The special release was drafted by Kutak, Rock & Huie partner C. Edward Dobbs ("Kutak/Dobbs") and C&S's attorney Wm. C. Humphreys, Jr. and sent to International Paper for execution. (Pet.E.Writ ¶146) Thereafter it was sent to Inter-City Gas Corporation for execution and then to Quinault Pacific Corporation. When Quinault's president, Mr. Allard R. Johnson, received the release, neither he nor Quinault was represented by counsel. (Pet.E.Writ p71,72) He read it and signed it. He then sent it to Kutak/Dobbs and Mr. Humphreys. After Mr. Johnson mailed the six counterparts of the executed release and (presumptively) before the settlement

was concluded, the language of the release was changed without his approval. (Pet.E.Writ ¶147, p74) The change itself was erasing the "shall" and typing in "may" in the first line of paragraph 5 of the release on page A-1-8 of respondent's resubmitted appendix A-1. (Cf. photocopied release on third unnumbered page in original brief of Barclays/Aetna.)

F. The Execution of the Consent Dismissal with Prejudice

Execution of the special release was accomplished without counsel (Pet.E.Writ p71), but Mr. Johnson was advised he needed counsel to induce the district judge to sign the dismissal. Specially-retained counsel executed same for Quinault (and two other intervenors) which the district judge accepted in

entering the order of dismissal. (Pet.E.Writ p147)

G. Bankruptcy Court for Western District of Washington Considered Fact of Release and Determined Same Was Not Binding on Quinault

Through separate bankruptcy counsel, Quinault applied to the Bankruptcy Court for the Western District of Washington for authority to employ Georgia counsel to pursue remedies in Georgia to reopen the closed bankruptcy proceedings. (Pet.E.Writ ¶3) Quinault's application, which is reproduced in appendix A-4 hereto, clearly indicates that the bankruptcy litigation in Georgia had come to an end and relitigation was barred by ordinary principles of res judicata. For example, the application states:

"Applicant previously attempted to pursue its rights as a creditor of Georgia Paneling and may have been denied an impartial hearing as result of alleged impermissable business dealings between the bankruptcy judge and counsel in the then-pending bankruptcy of Georgia Paneling.

"Applicant intends to resume its attempts to recover its loss through an action in the proper forum of Georgia".[Emphasis added.]

VII.

NEITHER RELEASE NOR DISMISSAL BARS THIS PROCEEDING

Release, res judicata, accord and satisfaction, laches are affirmative defenses. OCGA §9-11-8(c); FRCP 8(c). The burden of proving these defenses is on the proponent thereof. To sustain the burden assumed by Barclays/Aetna a showing is required that the particular matter in controversy (business relationships between judge and counsel) was necessarily or actually involved in

the former litigation. Glisson v. Burkhalter, 31 Ga. App. 365, 366-367, 120 S.E. 664 (1923).

The release is governed by Georgia law, according to its terms. It specifically refers to the plenary action, Pennington v. Aetna, but not to the Georgia Paneling Supply, Inc., bankruptcy. Barclays/Aetna has not shown that the special release refers to the bankruptcy proceeding.

This Court will closely scrutinize a settlement document when an allegation of mootness is made. Coopers & Lybrand v. Livesay, 437 U.S. 463, 466, n.3, 57 L.E.2d 351, 356, n.3, 98 S.Ct. 2454 (1978) (settlement held to be "tentative"). The release bears clear evidence of alteration. OCGA §24-7-2

provides that "the party offering it in evidence shall explain the alteration. . . ." Barclays/Aetna has not explained the alteration. The release would not be admissible in evidence. Georgia Power Co. v. Busbin, 149 Ga. App. 274 (15) at 279, 254 S.E.2d 146 (1979). Therefore, this Court should disregard the release.

A voluntary dismissal with prejudice entered by mistake is not res judicata. Page v. Holiday Inns, Inc., 245 Ga. 12, 262 S.E.2d 783 (1980). But considered as res judicata, it is an affirmative defense. In the Eleventh Circuit, this affirmative defense is unavailable when fraud on the court is claimed. Kinnear-Weed Corp. v. Humble Oil & Refining Co., 403 F.2d 437 at 439-440 (5th Cir. 1968):

"At the same time we decline to accept Humble's plea of res judicata **** [T]his is a matter which transcends the interests of the parties. The purity of the judicial process and its institutions is the thing at stake. Whatever might be the usual consequences of res judicata, collateral estoppel or doctrines akin to them, we reject them here. They are not a bar or defense here or below." [Emphasis added.]

VIII.

PETITION FOR EXTRAORDINARY WRIT IN COURT OF APPEALS IS AVAILABLE TO RAISE ISSUE OF FRAUD

The original jurisdiction of the Supreme Court is limited in the United States Constitution by Article III, Section 2, Clause 2. Apparently, the Supreme Court lacks the inherent power to rectify a fraud upon it. Accordingly, a defrauded petitioner's remedy would seem to be threefold:

(1) to file a petition for an extraordinary writ in the court of

appeals and then to seek a review by certiorari under Hazel-Atlas Glass Co. v. Hartford Empire Co., 322 U.S. 238, 88 L.Ed. 1250, 64 S.Ct. 997 (1944); or

(2) to seek a second rehearing (implies a first denied rehearing -- as was the case here) of a denial of certiorari under United States v. Ohio Power Co., 353 U.S. 98, 1 L.E.2d 683, 77 S.Ct. 652 (1957); or

(3) to seek a common-law writ of certiorari. Cf. Maxwell v. Bishop, 385 U.S. 650, 17 L.E.2d 671, 87 S.Ct. 768 (1967).

Filing a petition for an extraordinary writ in the court of appeals is also appropriate where the litigating parties have settled but an attorney for one of the settling parties calls to the attention of the court a fraud thereon. Universal Oil Products Co. v. Root Refining Co., Inc., 328 U.S. 575, 90 L.Ed. 1447, 66 S.Ct. 1176 (1946). Quinault's attorney did not settle with Barclays/Aetna or its attorneys, nor did he represent Quinault

at the time of the purported settlement. (Pet.E.Writ p71.72)

IX.

BUSINESS DEALINGS BETWEEN BANKRUPTCY JUDGE AND OPPOSING COUNSEL WERE NOT RAISED PRIOR TO 1983

Barclays/Aetna contends that the same issues raised in the petition for extraordinary writ were raised in the 1980 certiorari petitions. This is untrue. The cert. petition in Case No. 80-344 on file in the archives of this court states that "no pecuniary interest [between Barclays/Aetna and the bankruptcy judge] can be proven. . . ." Cert. petition 80-344 at page28. No pecuniary interest was alleged, or known, at the time and for two years thereafter.

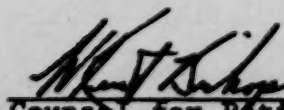
The fact that Barclays/Aetna states that the improprieties and misconduct are "unfounded" and "slanderous" should be given no weight for Barclays/Aetna could have filed a counter-affidavit in the court of appeals but chose not to do so. FRAP 27 (b).

IV.

CONCLUSION

For the reasons given, the response of Barclays/Aetna is legally insufficient to deny certiorari in this case of utmost moment.

Respectfully submitted,
WINFORD KENT BISHOP



Counsel for Petitioner

1835 First Atlanta Tower
Two Peachtree Street, N.W.
Atlanta, Georgia 30383
404/658-1110

CERTIFICATE OF SERVICE

I hereby certify that I have served one copy of the within and foregoing "Reply Brief of Petitioner" in respect of a Petition for a Writ of Certiorari to the United States Court of Appeals for the Eleventh Circuit re Concealment of Business Relationships Between Bankuptcy Judge and Opposing Counsel upon counsel for each respondent by depositing same in the United States Mail, sufficient postage prepaid affixed thereon, properly addressed at last known business addresses, as follows:

BARCLAYS AMERICAN/BUSINESS CREDIT, INC.
c/o Paul A. Howell, Jr., Kutak, Rock & Huie
41 Marietta Street, N.W.
Atlanta, Georgia 30303

JOHN C. PENNINGTON
c/o Pennington, Goetz & Cronkright
Peachtree Palisades Building,
4th Floor
1819 Peachtree Road, N.E.
Atlanta, Georgia 30309

FREEMAN & HAWKINS
c/o Paul W. Hawkins, General Partner
First Atlanta Tower, 28th Floor
Two Peachtree Street, N.W.
Atlanta, Georgia 30383

THE CITIZENS AND SOUTHERN NATIONAL BANK
c/o William C. Humpreys, Jr., Esq.
35 Broad Street, N.W.
Atlanta, Georgia 30303

INTERNATIONAL PAPER COMPANY
c/o Jeffrey M. Smith, Esq.
First Atlanta Tower, 22nd Floor
Two Peachtree Street, N.W.
Atlanta, Georgia 30383

THE FLINTKOTE COMPANY
c/o T. H. Parke, Esq.
The Flintkote Company
580 Decker Drive
Irving, Texas 75062

ICG VISTA PETROLEUMS, INC.
c/o John E. Carstairs, Corporate Secretary
1700-444 St. Mary Avenue
Winnipeg, Manitoba, Canada R3C 3T7

This 3 day of January, 1984.

W. Kent Bishop
Counsel for Quinault
Pacific Corporation, Petitioner.

APPENDIX A-4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

In Re QUINAULT PACIFIC CORPORATION, Defendant.	CAUSE NO. 83-00023 APPLICATION TO EMPLOY GEORGIA COUNSEL

FILED U.S. Bankruptcy Court Western District of Washington at Seattle FEB 14 1983 Lewis P. Stephenson Clerk of the Bankruptcy Court

Filed /s/
Lodged
Calendar
Docketed /s/

Applicant respectfully represents:

1. Applicant is the debtor in possession.

2. Applicant desires to employ Winford Kent Bishop, of Two Peachtree Street Northwest, Atlanta, Georgia, who is duly admitted to practice in the courts of the State of Georgia, to prosecute in a court of competent jurisdiction in Georgia an action not related to the Applicant's reorganization.

3. Applicant has selected Mr. Bishop for the following reasons:

a. Mr. Bishop previously represented Applicant in the Georgia matter to the satisfaction of Applicant. Mr. Bishop is entirely familiar with the matter and well qualified to act as Applicant's attorney for that matter.

4. Applicant has a need to employ an attorney to represent it in this Georgia matter for the following reasons:

a. Applicant lost approximately $13,000 in Georgia through transactions with Georgia Paneling Supply, Inc. and a related corporation.

b. Applicant previously attempted to pursue its rights as a creditor of Georgia Paneling but may have been denied an impartial hearing as a result of alleged impermissable business

dealings between the bankruptcy judge and counsel in the then-pending bankruptcy of Georgia Paneling.

c. Applicant intends to resume its attempts to recover its loss through an action in the proper forum in Georgia.

5. W. Kent Bishop has been listed among the Applicant's ten largest unsecured creditors. Mr. Bishop has a claim against Applicant for fees for services rendered in an amount of approximately $17,000.00

6. It is contemplated that Mr. Bishop will seek compensation based on normal and usual billing rates and that he will seek interim compensation during the case as permitted by 11 U.S.C.§31.

WHEREFORE, Applicant requests that it be authorized to employ W. Kent Bishop, to represent Applicant and render

services in the matter described above with compensation to be paid as an adminstrative expense in such amounts as this court may hereinafter determine and allow.

DATED this 10 day of February, 1983.

QUINAULT PACIFIC CORPORATION

By

John H. Strasburger

Attorney for Debtor in Possession

Law Offices of
Short & Cressman
30th Floor, Seattle First
National Bank Bldg.
1001 Fourth Avenue
Seattle, Washington 98154
682-3333

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

In Re	)	CAUSE NO.
	)	83-00023
QUINAULT PACIFIC	)	
CORPORATION,	)	ORDER AUTHO-
	)	RIZING EM-
Defendant.	)	PLOYMENT OF
		COUNSEL

FILED U.S. Bankruptcy Court Western District of Washington at Seattle FEB 14 1983 Lewis P. Stephenson Clerk of the Bankruptcy Court

Filed /s/
Lodged
Calendar
Docketed /s/

The Court having considered the Application of the debtor in possession to employ Georgia counsel, and it appearing that the employment of W. Kent Bishop, although presently an unsecured creditor of Applicant, is in the best interest of the estate, it is hereby

ORDERED that Quinault Pacific Corporation, debtor in possession herein,

is authorized to employ W. Kent Bishop, of Atlanta, Georgia, as counsel for the specific purposes outlined in the Application, with compensation to be paid in such amounts as may be allowed by the court on proper application or applications therefore.

DATED this 14 day of FEB, 1983.

Samuel J. Steiner

SAMUEL J. STEINER
U.S. Bankruptcy Judge

Presented by:

John H. Strasburger
JOHN H. STRASBURGER
of Short & Cressman
Attorneys for Defendant

ORDER AUTHORIZING EMPLOYMENT
OF COUNSEL - 1-

Law Offices of
Short & Cressman
30th Floor, Seattle First National
Bank Bldg.
1001 Fourth Avenue
Seattle, Washington 98154
682-3333